

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2014-289-T - ORDER NO. 2014-770
SEPTEMBER 23, 2014

IN RE: Application of Plantation Moving & Storage, Inc. for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier)	ORDER GRANTING CLASS E (HOUSEHOLD GOODS) CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
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This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Plantation Moving & Storage, Inc. (“Applicant” or “Company”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods between points and places in South Carolina. Pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a), the Applicant timely published notice of this matter in a newspaper of general circulation. No parties intervened, and a hearing on the Application was held on September 17, 2014, in the offices of the Commission.

The parties at the hearing included the Applicant and the Office of Regulatory Staff (“ORS”). The Applicant was represented by Bonnie D. Shealy, Esquire, who presented the testimony of the Company’s owners Jessica Hodges and Michael Burzynski. Ms. Shealy also provided the testimony of shipper witness Robert K.

Burkhart by deposition.¹ ORS was represented by Andrew Bateman, Esquire, and presented the testimony of ORS Transportation Manager, George Parker.

During the hearing, Jessica Hodges and Michael Burzynski testified about their knowledge and experience in the moving industry and stated that they are aware of and intended to comply with the Commission's regulations concerning household goods movers. Additionally, Ms. Burkhart, an agent for Allied Van Lines and North American Van Lines, testified about the need for additional movers throughout the state. For ORS, Mr. Parker testified that he found the Application to be in order. Mr. Parker also stated that he performed an inspection and found the Applicant's equipment to be acceptable.

The Commission also finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by existing authorized service. Therefore, the Application of Plantation Moving & Storage, Inc. should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Plantation Moving & Storage, Inc. for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina. In addition, the proposed tariff is also approved and attached as Order Exhibit 1.

¹ Hearing Exhibit 1.

2. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

4. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

5. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days of the date of this Order or (2) to request and obtain from the Commission additional time to comply with the requirements of the Commission as stated above, may result in the authorization approved in the Order being revoked.

6. If the Applicant fails to comply with the filing requirements contained herein, this Order granting the Application shall be deemed null and void and the

Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. That, pursuant to the two month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket numbers of the Applicant to the Commission, should the Applicant become non-compliant with the present Order. After such notification, the Docket shall be closed.

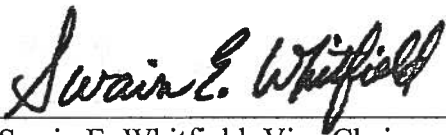
8. That this Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Nikiya Hall, Chairman

ATTEST:



Swain E. Whitfield, Vice Chairman

(SEAL)

PLANTATION MOVING & STORAGE, INC.

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE

TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES

WITHIN THE STATE OF SOUTH CAROLINA

TABLE OF CONTENTS

Title Page	1
Table of Contents.....	2
Applicability of Tariff	3

SECTION 1

1.0 Transportation Charges.....	4
1.1 Hourly Rates and Charges.....	4
1.2 Office Hours / Minimum Hourly Charges.....	4

SECTION 2

2.0 Additional Services.....	5
2.1 Bulky Article Charges.....	5
2.2 Elevator or Stair Carry.....	5
2.3 Excessive Distance or Long Carry Charges.....	5
2.4 Pick Up and Delivery.....	5
2.5 Packing and Unpacking.....	6
2.6 Piano Charges	6
2.7 Articles, Special Servicing.....	6
2.8 Waiting Time.....	6

SECTION 3

3.0 Rules and Regulations.....	7
3.1 Claims	7
3.2 Computing Charges.....	7
3.3 Governing Publications.....	7
3.4 Bill of Lading, Contract Terms, and Conditions.....	8
3.5 Items of Particular Value.....	8
3.6 Delays.....	8

SECTION 4

4.0 Promotions.....	9
4.1 Military/Senior Citizens.....	9

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by PLANTATION MOVING & STORAGE, INC. These services are furnished between points and places in the state of South Carolina.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the PLANTATION MOVING & STORAGE, INC. office location, and includes the movers estimate return time to the office location.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$95.00
Three Men and a Truck	\$120.00
Four Men and a Truck	\$160.00
Five Men and a Truck	\$200.00
Each Additional Man	\$40.00

1.2 Office Hours / Minimum Hourly Charges:

PLANTATION MOVING & STORAGE, INC. will operate Monday – Saturday, 9:00 am – 5:00 pm and closed Sunday

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, PLANTATION MOVING & STORAGE, INC. will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for bulky items.

2.2 Elevator or Stair Carry

PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for elevator or stair carry.

2.3 Excessive Distance or Long Carry Charges

PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 PLANTATION MOVING & STORAGE, INC. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 PLANTATION MOVING & STORAGE, INC. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. PLANTATION MOVING & STORAGE, INC. reserves the right to decline any moves consisting of extremely large or fragile items.

Plantation Moving & Storage, Inc.

South Carolina Household Goods Tariff

2.6 Piano Charges

PLANTATION MOVING & STORAGE, INC. will move pianos at no additional charge.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of PLANTATION MOVING & STORAGE, INC.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. PLANTATION MOVING & STORAGE, INC. must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, PLANTATION MOVING & STORAGE, INC. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify PLANTATION MOVING & STORAGE, INC. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

PLANTATION MOVING & STORAGE, INC. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

PLANTATION MOVING & STORAGE, INC. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

PLANTATION MOVING & STORAGE, INC. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of

extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. PLANTATION MOVING & STORAGE, INC. will not accept responsibility for safe delivery of such articles if they come into PLANTATION MOVING & STORAGE, INC.'s possession with or without PLANTATION MOVING & STORAGE, INC.'s knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of PLANTATION MOVING & STORAGE, INC.'s Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

PLANTATION MOVING & STORAGE, INC. shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

PLANTATION MOVING & STORAGE, INC. shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

No promotions.